

electronic proof



Dear Customer,

Herewith an electronic proof of your print instruction to Lithotech!
(please scroll down to view your proof)

**NB! Your printing is held pending
your final approval hereof**

Important notes:

1. Please read and check this proof carefully.
2. Should you be satisfied with this proof in all respects, you can approve it by:
 - 2.1 Replying to this e-mail and state your approval by inserting the words "Approved as is, please proceed with printing" in your reply mail;
 - 2.2 Printing a hard copy of this file, signing it and hand or fax it to your Lithotech representative.
3. Should you be satisfied with this proof subject to any number of changes or corrections, please follow these steps:
 - 3.1 Reply to this e-mail and list the changes or corrections you require, or
 - 3.2 Print a hard copy of this file, list all the required changes and corrections thereon and hand or fax it to your Lithotech representative for action.Changes will be made and a new proof will be e-mailed to you without delay.
4. Kindly contact your Lithotech representative if you have any questions regarding this proof or should you wish to discuss any aspect thereof.
5. Lithotech will only proceed with printing once you have approved this proof.
6. Please note that the colour that appears on your computer screen or your hard copy printout is, due to equipment distortion, not a 100% accurate reflection of the final print colour. Actual print colours will be as per your specifications.
7. Kindly note that this electronic proof or the printout you might make thereof may have been reduced or enlarged for electronic proofing. The final print size will be as per your specifications.

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HELPING YOU REACH YOUR CUSTOMERS

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STANDARD AGREEMENT FOR TEMPORARY ASSIGNEES**1 DEFINITIONS**

- 1.1 "Tower" means Tower Group (Pty) Limited.
- 1.2 "Assignee" means the person who has contracted with Tower to work on client assignments.
- 1.3 "Employer" means the company, partnership, person, close corporation or institution, or any branch, subsidiary, associate or holding company thereof, to whom the Assignee is contracted for an agreed period of time.

2 TOWER'S RIGHTS AND OBLIGATIONS

- 2.1 Tower will use its reasonable endeavours to procure suitable assignments for the Assignee.
- 2.2 Tower does not guarantee the duration of, or any minimum number of assignments or minimum wages.
- 2.3 Tower reserves the right to terminate the services of the Assignee summarily on good cause, and the Assignee specifically accepts that his/her employment may be terminated at the behest of any client of Tower's to whom he/she may be assigned.
- 2.4 Falsifying or misrepresenting information on timesheets submitted to the Employer and/or to Tower shall be considered to be material and could lead to immediate summary dismissal of the Assignee.
- 2.5 Tower will collect fees from the Employer and pay the Assignee in terms of clause 6.
- 2.6 Tower will deduct income tax from the remuneration of the Assignee in accordance with income tax requirements for temporary work businesses and remit same to the Receiver of Revenue unless a tax directive addressed to Tower or a certified copy of a valid IRP 30 is produced.
- 2.7 Unemployment Insurance Fund deductions will be made according to the Unemployment Insurance Act 1966.
- 2.8 It is acknowledged by the Assignee that he/she will acquire no rights against Tower for severance pay in respect of redundancy or retrenchment due to the nature of the employment offered.

3 DUTIES OF THE ASSIGNEE

- 3.1 The Assignee shall carry out such duties and perform such tasks as may reasonably be required of the Assignee by the Employer during the assignment.
- 3.2 In accepting this assignment, the Assignee declares himself/ herself competent to complete the task within the allocated time.
- 3.3 The Assignee shall not be expected to work under conditions contrary to employment or any other legislation applicable to him/her at the time.
- 3.4 The Assignee shall inform both Tower and the Employer immediately of absenteeism for any reason.
- 3.5 Should the Assignee's absence result in the Employer requesting a replacement Tower shall be entitled to allocate another Assignee to the assignment and the Assignee shall be entitled to payment only for the work completed by him/her.
- 3.6 Notice of termination must be given according to the basic conditions of the Employment Equity Act.
- 3.7 Should the Assignee fail to give timeous notice then payment for the last five days worked shall be at one half of the agreed hourly rate.
- 3.8 Should the Assignee fail to satisfy the Employer's requirements and should the Employer indicate its dissatisfaction during the first four hours after the commencement of the assignment then the Assignee shall forfeit payment for the hours worked.
- 3.9 The Assignee shall be responsible for presenting the time sheets provided by Tower to the Employer, completing them accurately at the end of each week or part thereof and having them signed by a duly authorised representative of the Employer.
- 3.10 The Assignee must retain one copy, leave one copy of the signed time sheet with the Employer and deliver the top three copies to Tower, by no later than 12h00 each Monday.
- 3.11 If the Assignee fails to submit time sheets promptly then the Assignee's remuneration will be held over to a future payment date, following the submission of a properly completed timesheet.
- 3.12 The Assignee shall become entitled to participate in any employee benefit scheme arranged by Tower for its Assignees or required by law, in respect of which deductions will be made from his/her remuneration.
- 3.13 The Assignee shall have no claim against Tower for any loss, injury, accident or damage whatsoever suffered as a result of any assignment or this agreement.
- 3.14 The Assignee shall at no time incur Tower's credit or the credit of the Employer without the written consent of the Managing Director of Tower.
- 3.15 Tower shall be entitled to deduct from any amount due to the Assignee in respect of remuneration or monies from any other

source whatsoever, all sums due by the Assignee to Tower or it's clients for whatever reason.

- 3.16 The assignee understands that this is a temporary assignment only and by their signature acknowledge that upon completion of this assignment will have no further expectation of any employment whatsoever. The natural completion of an assignment will not be regarded as a dismissal or retrenchment.
- 3.17 Any relaxation or indulgence granted to the Assignee by Tower in respect of this agreement shall not be construed as a waiver of Tower's rights.

4 CONFIDENTIALITY

The Assignee undertakes to treat as confidential and not to divulge any proprietary information (that is to say, information belonging to the Employer which is not openly known to or used by its competitors), trade secrets concerning the Employer gained by the Assignee during the course of or as a result of the assignment and hereby acknowledges the Employer's proprietary interest in such information.

5 RESTRAINT

- 5.1 The Assignee shall not as a result of the assignment become employed by the Employer, or any company or institution over which it has control as a result of the assignment and render any services to it, whether directly or indirectly, whether on a permanent or temporary basis, for a period of one year from the date of termination of the assignment without having been placed by Tower or having its prior written consent.
- 5.2 In the event that the Assignee should breach the above mentioned restraint then the Assignee shall immediately become liable to Tower for a sum equal to the gross fee that would have been payable by the Employer to Tower in respect of the placement of the Assignee.
- 5.3 The aforesaid commission shall be in addition to payment of any other amount that Tower might be entitled to claim from the Employer in terms of its agreement with the Employer.

6 REMUNERATION

- 6.1 Tower will pay the Assignees by bank transfer each Saturday, one week in arrears.
- 6.2 Payment will be on presentation of an original signed time sheet as required in clause 3.9. Payment will not be made on the basis of a copied or faxed time sheet.
- 6.3 Should the Assignee fail to provide Tower with said original timesheet signed by the authorised official of the Employer, then Tower shall have no obligation to pay the Assignee for the claimed hours.
- 6.4 Payment of remuneration will be by bank transfer in favour of the Assignee into an account number furnished to Tower by the Assignee or at the instance of the Assignee by crossed cheque to be collected from Tower during working hours. A charge of R22,50 will be levied on cheque payments.
- 6.5
- i) Annual leave, sick leave, family responsibility leave and Public Holidays occurring on working days during the course of an assignment shall be paid to the Assignee at their current hourly rate on the basis of a maximum of 8 hours per day, depending on the Assignee's normal working hours per day and the average number hours per day worked during the preceding 13 weeks and provided that the Assignee works on the days immediately preceding and following a Public Holiday.
 - ii) Annual Leave may only be taken upon request and at the client's convenience. Annual Leave may not be accrued and annual leave from previous years must be taken within 90-days after the end of February each year.
 - iii) Any claims for sick leave must be accompanied by a registered Medical Practitioner's certificate.
 - iv) Independent Contractors will not receive payment for Public Holidays, annual, sick or family responsibility leave.
- 6.6 No requests for advances will be considered.
- 7 JURISDICTION**
- The Assignee consents to the jurisdiction of the Magistrate's Court for the determination of any dispute arising out of these general terms and conditions although the amount claimed may be in excess of the Magistrate's Court jurisdiction.
- 8 NON-VARIATION**
- No variation of this agreement shall be of any force or effect unless reduced to writing and signed by Tower.
- 9 MATERIAL TERMS**
- The breach of any one of these terms and conditions shall be considered to be material.
- 10**
- Should any clause within this agreement be found not to apply to this particular assignment, this will not influence the application of all or any of the remaining clauses.

STANDARD AGREEMENT FOR THE PROVISION OF TEMPORARY STAFF

EMPLOYERS

1 DEFINITIONS

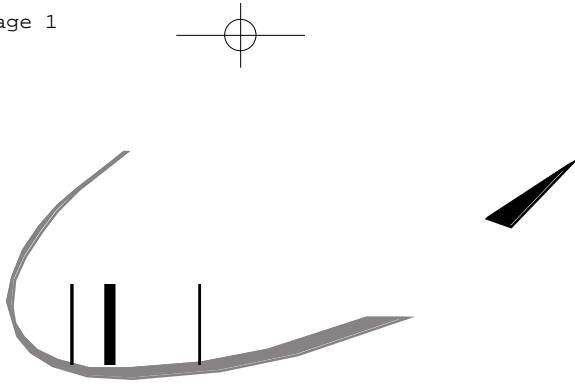
- 1.1 "Tower" means Tower Group (Pty) Limited.
- 1.2 "Employer" means the company, partnership, close corporation, institution or person, or any branch, subsidiary, associate or holding company thereof, to which a temporary Assignee will be assigned by Tower.
- 1.3 "Assignee" means the person who will contract with Tower to work on Employer assignments.
- 1.4 "Overtime" means work performed on a Saturday, Sunday or public holiday, or time worked in excess of forty-five hours per week with due adjustment for public holidays or short weeks.

2 TOWER'S RIGHTS AND OBLIGATIONS

- The Assignee will be placed with the Employer for the period of time specified in Tower's confirmatory letter of placement and will render such services to the Employer as may, subject to the contents hereof, be required.
- 3 The Employer may not cause or allow the Assignee to work under conditions contrary to the Basic Conditions of Employment Act, as amended, the Labour Relations Act or any other employment or other legislation, applicable at the time.
- 4 Tower will provide the Assignee with time sheets which are to be completed by the Assignee and signed by an authorised official of the Employer as confirmation of the hours worked by the Assignee. Tower will be entitled to charge the Employer for the time so recorded and confirmed at the hourly rate specified in Tower's confirmatory letter of placement of the Assignee.
- 5 Public Holidays occurring during the course of the assignment will be billed to the Employer and paid to the Assignee on the basis of a maximum of 8 (eight) hours per Public Holiday, depending on the Employer's normal number of working hours per day.
- 6 The employer must allow the Assignee reasonable time off for annual leave, dependent upon the Employer's operational requirements.
- 7 Should the Employer find the Assignee to be unsuitable for the assignment it must notify Tower of this fact within four hours of the commencement of the assignment. In these circumstances the Employer shall not be obliged to make any payment to Tower in respect of the Assignee for the first four hours worked.
- 8 Should the Employer become dissatisfied with the Assignee at any time thereafter, it shall be obliged to make payment to Tower for work already completed. Furthermore, in such event the legislated period of notice of termination must be given by the Employer to Tower, and fair disciplinary procedure must be followed by the employer.
- 9 Invoices rendered to the Employer by Tower are payable upon receipt.
- 10 The Employer must not pay the Assignee directly or negotiate fees or terms with the Assignee. Tower will be responsible for the assignee's tax, financial and employment arrangements.
- 11 On commencement of the assignment the Assignee will be under

the Employer's direction, control and supervision.

- 12 Tower shall have no liability, vicarious or otherwise for the behaviour or quality of work rendered by the Assignee or for any damages which the Employer may suffer as a result of the placement of the Assignee.
- 13.1 Should the Employer become dissatisfied with the Assignee as a result of poor work performance or any other disciplinary issue, then fair and correct procedure must be followed as regards disciplining or terminating the services of the Assignee.
- 13.2 The Employer will co-operate and participate fully in any disciplinary action taken against any Assignee supplied by Tower during the course of the assignment.
- 13.3 In the event that the Employer fails to follow fair and correct procedure and/or declines to participate in the disciplinary process, then the Employer may be held fully or partly liable for any cost, salary or other award made in favour of the Assignee.
- 14 In the event of the Assignee becoming employed within a period of twelve months of the completion of the assignment by the Employer whether directly or indirectly, or rendering any services whatsoever to the Employer whether on a permanent or a temporary basis, as a result of Tower's introduction to the Employer of the Assignee, Tower shall become entitled to be paid 17,5 % of the Assignee's annual remuneration package including fringe benefits.
- 15 After the initial introduction of the Assignee, the Employer may not contract with that Assignee through any third party to avoid payment of the introduction fee. The employment in such circumstances, of the Assignee, shall entitle Tower to payment as provided for in clause 13.
- 16 NON-VARIATION**
- No variation of this agreement shall be of any force or effect unless reduced to writing and signed by Tower.
- 17 The parties choose the addresses specified on the confirmatory letter, invoice or time sheet relating to this assignment and attached hereto as the domicilium citandi et executandi for all purposes arising out of this agreement.
- 18 JURISDICTION**
- The Employer consents to the Magistrate's Court for determination of any dispute arising out of these general terms and conditions although the amount claimed may be in excess of the Magistrate's Court jurisdiction.
- 19 Should any clause be found not to apply to this particular assignment, this will not influence the application of all or any of the remaining clauses.



TIME RECORD SHEET

TOWER COPY

Assignee (Full Name): Reporting To:
 Assignee Number: Job Description:
 Client Company: Commencement Date:
 Client Address: Week Ending:
 Branch: Consultant:

DAY	DATE	NORMAL TIME		NO. OF HRS	OVERTIME (Time Plus 1/2)		NO. OF HRS	OVERTIME (Double Time)		NO. OF HRS
		FROM:	TO:		FROM:	TO:		FROM:	TO:	
MON		Work:								
		Lunch:								
TUES		Work:								
		Lunch:								
WED		Work:								
		Lunch:								
THURS		Work:								
		Lunch:								
FRI		Work:								
		Lunch:								
SAT		Work:								
		Lunch:								
SUN		Work:								
		Lunch:								

Total Hours Worked

Normal

Time & Half

Double Time

NB: Time worked must be calculated to the nearest 1/4 hour.

I hereby certify the hours as detailed are a correct record of the hours worked by the above Assignee.

TOTAL HOURS SIGNED FOR _____ (NORMAL TIME + OVERTIME HOURS)

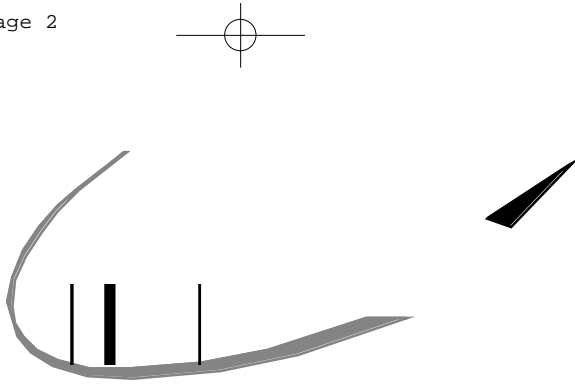
Client's Signature: _____ Designation: _____

Name in Block Letters: _____ Assignee Signature: _____

1. We hereby bind ourselves to Tower's Terms and Conditions of business, as printed on the reverse side of this document.
2. Time will be charged at the rate category indicated above.
3. Alterations must be signed by both parties.
4. Original signed timesheets to be delivered to one of Tower's registered offices by 12h00 each Monday, to ensure that payment is effected in the same week.

WHITE: TOWER COPY
YELLOW: TOWER COPY
GREEN: CLIENT COPY
PINK: ASSIGNEE COPY





TIME RECORD SHEET

TOWER COPY

Assignee (Full Name): Reporting To:
 Assignee Number: Job Description:
 Client Company: Commencement Date:
 Client Address: Week Ending:
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DAY	DATE	NORMAL TIME		NO. OF HRS	OVERTIME (Time Plus 1/2)		NO. OF HRS	OVERTIME (Double Time)		NO. OF HRS
		FROM:	TO:		FROM:	TO:		FROM:	TO:	
MON		Work:								
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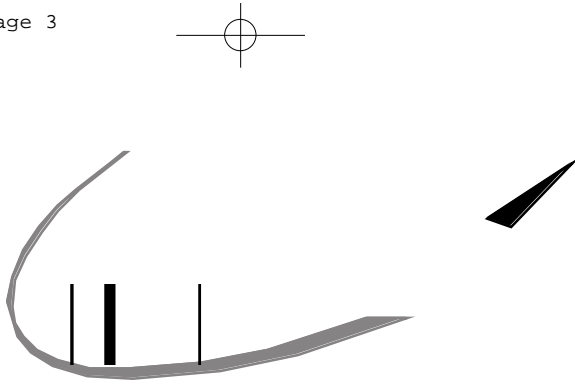
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TIME RECORD SHEET

CLIENT COPY

Assignee (Full Name): Reporting To:
 Assignee Number: Job Description:
 Client Company: Commencement Date:
 Client Address: Week Ending:
 Branch: Consultant:

DAY	DATE	NORMAL TIME		NO. OF HRS	OVERTIME (Time Plus 1/2)		NO. OF HRS	OVERTIME (Double Time)		NO. OF HRS
		FROM:	TO:		FROM:	TO:		FROM:	TO:	
MON		Work:								
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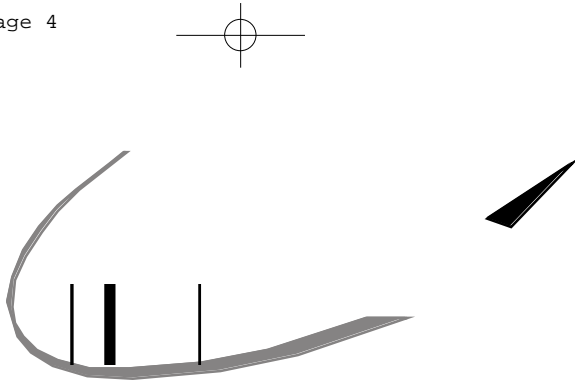
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54616 Tower COMP-FRONT-2005



TIME RECORD SHEET

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